

20 MON 14:37 FAX 1212 972 5487

COHEN PONTIATI ET AL

002

SCHEDULE *MAXX*
JOSEPH ABOUD/J.A.APPAREL

Mark Report by Mark
 Status: ACTIVE

Printed: 5/22/00

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ABBOUD							
UNITED KINGDOM	3518-16GB	1/4/91	1452165	1/4/91	1452165	REGISTERED	3
DIAMOND & RECTANGLE DESIGN							
CANADA	3518-34CA	9/22/93	737431	10/8/97	483753	REGISTERED	20,24,27
CANADA	3518-27CA	8/21/90	864789	11/11/94	435238	REGISTERED	25
DIAMOND AND RECTANGLE DESIGN							
AUSTRIA	3518-17AT	8/10/89	5602/88	1/28/91	128503	REGISTERED	25,3
BRAZIL	3518-17A/BR	5/9/91	816183317	1/5/93	816183317	REGISTERED	3
BRAZIL	3518-17B/BR	5/9/91	816183309	11/17/92	816183309	REGISTERED	25
CANADA	3518-3CA	12/6/88	620968	3/29/91	382228	REGISTERED	25
CANADA	3518-24CA	9/26/91	690472	7/30/93	415014	REGISTERED	25
JAPAN	3518-24JP	10/3/91	103160/1991	4/28/94	103160/1991	REGISTERED	9
MEXICO	3518-3MX	3/30/90	84542	6/25/91	396993	REGISTERED	10
MEXICO	3518-24MX	11/22/91	127399	3/10/93	431691	REGISTERED	25
PORTUGAL	3518-3PT	11/7/89	259663	9/2/93	259663	REGISTERED	9
SPAIN	3518-3ES	1/12/89	1295307	3/6/92	1295307	REGISTERED	25
UNITED STATES	3518-24	10/9/91	74/212,569	5/25/93	1,773,480	REGISTERED	9
VENEZUELA	3518-17BA/VE	3/5/91	003609-91CL25			PENDING	25
DIAMOND AND RECTANGLE MARK							
NEW ZEALAND	3518-3NZ	5/24/94	237161	5/24/94	237161	REGISTERED	25
DIAMOND DESIGN							
SPAIN	3518-17ES	2/6/91	1615988	3/3/92	1615988	REGISTERED	3
DIAMOND DEVICE							
AUSTRALIA	3518-3AU	5/27/94	630838	5/27/94	A630838	REGISTERED	25
FIGURE OF RHOMB AND RECTANGLE							
ITALY	3518-3IT	12/14/88	49740C/88	11/18/91	553952	REGISTERED	25
J.O.E. IN DESGIN							
UNITED KINGDOM	3518-20GB	12/5/91	1485131	6/27/91	1485131	REGISTERED	25
J.O.E. IN DESIGN							
JAPAN	3518-23JP	10/3/91	103161/1991	4/28/94	2654924	REGISTERED	10
MEXICO	3518-23MX	11/22/91	1274000	3/30/92	409667	REGISTERED	9
PANAMA	3518-20PA	2/8/95	064779	9/20/94	064779	REGISTERED	25

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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J.O.E. JUST ONE EARTH & DESIGN

MEXICO	3518-20MX	9/29/92	150872			PENDING	25
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J.O.E. JUST ONE EARTH AN ENVIRONMENT OF STYLE

UNITED STATES	3518-20	6/27/91	74/180,543	11/2/93	1,802,766	REGISTERED	25
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JA II AND DESIGN

UNITED STATES	3518-13	4/10/90	74/050,080	8/18/91	1,648,203	REGISTERED	25
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JOSEPH ABOUD

ARGENTINA	3518-16A/AR	2/21/91	1792527	5/31/93	1442124	REGISTERED	3
ARGENTINA	3518-16B/AR	2/21/91	1792528	5/31/93	1442125	REGISTERED	25
AUSTRALIA	3518-2AU	5/3/94	628745	9/4/96	628745	REGISTERED	25
AUSTRIA	3518-2AT	10/17/89	AM4983/89	1/23/90	129196	REGISTERED	N/A
AUSTRIA	3518-16AT	1/22/91	126503	1/22/91	129196	REGISTERED	25,3
BENELUX	3518-2BX	10/6/89	735469	10/6/89	468888	REGISTERED	25
BENELUX	3518-16BX	1/4/91	757916	1/4/91	493671	REGISTERED	3
BOLIVIA	3518-16A/BO	4/29/91	0590/CL3	9/22/92	C53753	REGISTERED	3
BOLIVIA	3518-16B/BO	4/29/91	0590/CL25	9/22/92	C53754	REGISTERED	25
BRAZIL	3518-16A/BR	4/24/91	816171203	1/5/93	816171203	REGISTERED	3
BRAZIL	3518-16B/BR	5/8/91	816183252	11/17/92	816183252	REGISTERED	25
CANADA	3518-2CA	5/30/89	633137	1/21/94	422111	REGISTERED	25
CANADA	3518-33CA	9/22/93	737372	3/22/99	509744	REGISTERED	20,24,27
CANADA	3518-25CA	2/26/93	723547	6/30/99	TMA512584	REGISTERED	9
CHILE	3518-16CL	2/27/91	169658	3/17/93	383511	REGISTERED	3
COLOMBIA	3518-16A/CO	3/15/91	341185	4/16/96	187065	REGISTERED	3
COLOMBIA	3518-16B/CO	5/15/91	341186	3/21/95	173879	REGISTERED	25
DENMARK	3518-2DK	9/29/89	7233/89	5/17/91	2886-1991	REGISTERED	25
DENMARK	3518-16DK	1/3/91	0058/91	5/29/92	4588-1992	REGISTERED	3
ECUADOR	3518-2EC	6/4/91	25818	4/27/92	568-92	REGISTERED	25
FRANCE	3518-2FR	5/2/88	924071	5/2/88	1463108	REGISTERED	25
FRANCE	3518-16FR	1/9/91	259986	1/9/91	1637450	REGISTERED	3
GERMANY	3518-2DE	5/2/88	A44514/25WZ	5/2/88	1130076	REGISTERED	25
GERMANY	3518-16DE	1/14/91	A49542/3WZ	1/15/91	2005024	REGISTERED	3
GREECE	3518-16GR	3/4/91	103045	12/19/94	103045	REGISTERED	3
HONG KONG	3518-2HK	5/26/94	94 05875	5/26/94	09460/95	REGISTERED	25
ITALY	3518-2IT	5/13/88	10436C/88	11/25/89	518092	REGISTERED	25
ITALY	3518-16IT	2/5/91	FI91C/87	5/27/94	817659	REGISTERED	3
JAPAN	3518-2JP	5/24/88	58693/1988	5/29/92	2409539	REGISTERED	17

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>JOSEPH ABBOUD continued...</i>							
JAPAN	3518-2.1JP	7/31/89	88214/1989	3/31/92	2395331	REGISTERED	22
JAPAN	3518-2.2JP	7/31/89	88215/1989	5/30/92	2428818	REGISTERED	23
JAPAN	3518-2.3JP	11/30/90	134475/1990	11/30/92	2483142	REGISTERED	4
JAPAN	3518-2.4JP	11/30/90	134476/1990	3/31/93	2515557	REGISTERED	18
JAPAN	3518-2.5JP	11/30/90	134477/1990	5/31/93	2538998	REGISTERED	20
JAPAN	3518-2.6JP	5/21/87	55625/1987	1/30/90	2205975	REGISTERED	21
JAPAN	3518-2.7JP	11/30/90	134479/1990	2/26/93	2506539	REGISTERED	24
JAPAN	3518-26JP	10/3/91	103162/1991	2/28/94	2623800	REGISTERED	9
MACAO	3518-2MO	10/20/93	12997	10/20/93	12997	REGISTERED	26
MACAO	3518-16MO	9/22/93	12940	9/29/93	12940	REGISTERED	3
MEXICO	3518-2MX	10/19/89	74103	7/20/90	379787	REGISTERED	39
MEXICO	3518-16MX	2/20/91	107008	6/24/91	396951	REGISTERED	3
MEXICO	3518-25MX	11/22/91	127401	9/1/93	440907	REGISTERED	9
NEW ZEALAND	3518-2NZ	4/28/94	236405	4/28/94	236405	REGISTERED	25
NORWAY	3518-2NO	10/18/89	895124	9/24/92	152367	REGISTERED	25
NORWAY	3518-16NO	1/7/91	910126	5/11/94	162436	REGISTERED	3
PANAMA	3518-2PA	12/27/91	059505	12/27/91	059505	REGISTERED	25
PANAMA	3518-16PA	12/27/91	059505	12/27/91	59505	REGISTERED	25
PARAGUAY	3518-16A/PY	4/15/91	04153	9/9/91	149,340	REGISTERED	3
PARAGUAY	3518-16B/PY	4/15/91	04154	9/9/91	149,341	REGISTERED	25
PORTUGAL	3518-2PT	10/4/89	258886	5/5/93	258886	REGISTERED	25
PORTUGAL	3518-16PT	1/11/91	270557	2/3/93	270557	REGISTERED	3
SOUTH KOREA	3518-2KR	10/4/95	37403/1995	7/15/98	410109	REGISTERED	45
SPAIN	3518-2ES	11/30/89	0274568	11/5/91	1534539	REGISTERED	25
SPAIN	3518-16ES	2/22/91	1619677	3/5/92	1619677	REGISTERED	3
SWITZERLAND	3518-16CH	1/9/91	133/19910	1/9/91	387369	REGISTERED	3
TAIWAN	3518-2TW	8/5/99	88038440			PENDING	25
TAIWAN	3518-25TW	8/5/99	88038444			PENDING	09
TAIWAN	3518-41TW	8/5/99	88038442			PENDING	18
UNITED KINGDOM	3518-2GB	5/5/88	1343597	5/5/88	81343597	REGISTERED	25
UNITED KINGDOM	3518-16A/GB	1/13/93	1523782	1/13/93	1523782	REGISTERED	3
UNITED STATES	3518-2	8/25/87	73/680,600	2/18/92	1,675,915	REGISTERED	25
UNITED STATES	3518-16A	8/6/99	75/789,266			PENDING	03
UNITED STATES	3518-25	10/9/91	74/212,563	3/2/93	1,756,084	REGISTERED	9
UNITED STATES	3518-41	1/20/00	75/902,628			PENDING	18
UNITED STATES	3518-43	8/10/99	75/772,376			PENDING	35

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COUNTRY	REFERENCE*	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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JOSEPH ABBoud continued...

UNITED STATES	3518-45	1/24/00	75/906,922			PENDING	14
UNITED STATES	3518-49	1/24/00	75/906,918			PENDING	24
URUGUAY	3518-16UY	6/20/91	244870	2/14/92	244870	REGISTERED	25,3
VENEZUELA	3518-16AVE	3/5/91	003607-91	7/18/94	162740-F	REGISTERED	3
VENEZUELA	3518-16BVE	3/5/91	003608-91	8/10/94	161592-F	REGISTERED	25

JOSEPH ABBoud & DESIGN

TAIWAN	3518-3TW	7/14/99	88034236			PENDING	25
TAIWAN	3518-24TW	7/14/99	88034232			PENDING	09
TAIWAN	3518-42TW	7/14/99	88034234			PENDING	18
TAIWAN	3518-44TW	7/14/99	88034233			PENDING	14
UNITED STATES	3518-48	8/10/99	75/772,402			PENDING	35

JOSEPH ABBoud AND MISCELLANEOUS DIAMOND DESIGN

TAIWAN	3518-47TW	7/14/99	88034235			PENDING	24
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JUST ONE EARTH & DESIGN

UNITED STATES	3518-26	10/25/91	74/215,436	5/9/95	1,893,638	REGISTERED	25
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LOZENGE DESIGN

UNITED KINGDOM	3518-3GB	11/22/88	1364230	11/22/88	1364230	REGISTERED	25
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MISCELLANEOUS DIAMOND DESIGN

UNITED STATES	3518-44	1/24/00	75/906,921			PENDING	24
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MISCELLANEOUS COLORED DESIGN

GERMANY	3518-3DE	11/22/88	A45477/25WZ	11/23/88	1182061	REGISTERED	25
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MISCELLANEOUS DESIGN

TAIWAN	3518-45TW	7/14/99	80034233			PENDING	14
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MISCELLANEOUS DESIGN (DIAMOND AND RECTANGLE DESIGN)

AUSTRIA	3518-3AT	12/9/88	AM5602/88	8/10/90	126503	REGISTERED	25
BENELUX	3518-3BX	2/16/89	066248	2/16/89	460339	REGISTERED	25
BENELUX	3518-17BX	3/1/91	760492	3/1/91	496140	REGISTERED	3
DENMARK	3518-3DK	10/17/89	7714/89	1/25/91	0571-1991	REGISTERED	25
DENMARK	3518-17DK	1/31/91	0803/91	7/10/92	6073-1992	REGISTERED	3
FRANCE	3518-3FR	2/27/89	113294	2/27/89	1516535	REGISTERED	25
FRANCE	3518-17FR	1/29/91	284119	1/29/91	1841207	REGISTERED	3
GERMANY	3518-17DE	2/1/91	A 49649/3WZ	2/2/91	2005241	REGISTERED	3
JAPAN	3518-3JP	1/25/89	7613/1989	9/30/91	2339804	REGISTERED	17
JAPAN	3518-3.1JP	7/31/89	88216/1989	7/31/92	2433049	REGISTERED	22

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COUNTRY	REFERENCE*	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MISCELLANEOUS DESIGN (DIAMOND AND RECTANGLE)							
✓ JAPAN	3518-3.6JP	11/30/90	134460/1990	4/28/93	2528961	REGISTERED	21
JAPAN	3518-3.7JP	11/30/90	134461/1990	4/28/93	2531165	REGISTERED	24
✓ NORWAY	3518-3.NO	10/18/89	895125	6/20/91	145653	REGISTERED	25
✓ SWEDEN	3518-3.SE	10/26/89	89-10182	10/11/91	227040	REGISTERED	25
✓ SWITZERLAND	3518-3.CH	11/19/88	8270	11/19/88	368751	REGISTERED	25
✓ SWITZERLAND	3518-17CH	2/12/91	989/1991.4			PENDING	3
✓ UNITED KINGDOM	3518-17GB	2/13/91	1455594	2/13/91	1455594	REGISTERED	3
✓ URUGUAY	3518-17UY	6/7/91	243055	3/24/94	243055	REGISTERED	25,3
MISCELLANEOUS DIAMOND DESIGN							
UNITED STATES	3518-42	1/24/00	75/902,629			PENDING	24
UNITED STATES	3518-46	1/24/00	75/906,917			PENDING	24
MISCELLANEOUS MARK (DIAMOND & RECTANGLE DESIGN)							
✓ JAPAN	3518-3.3JP	11/30/90	134480/1990	2/26/93	2506540	REGISTERED	4
MISCELLANEOUS MARK (DIAMOND AND RECTANGLE DESIGN)							
✓ BOLIVIA	3518-17B/BO			8/18/92	53715	REGISTERED	25
✓ CHILE	3518-17CL	2/27/91	169657	4/25/91	367737	REGISTERED	25,3
✓ COLOMBIA	3518-17B/CO	5/16/91	341245	4/29/94	158278	REGISTERED	25
✓ JAPAN	3518-3.2JP	7/31/89	088217/1989	9/30/92	2462289	REGISTERED	23
✓ JAPAN	3518-3.4JP	11/30/93	134481/1990	5/30/93	2548303	REGISTERED	16
✓ JAPAN	3518-3.5JP	11/30/90	134482/1990	7/30/93	2559782	REGISTERED	20
✓ PARAGUAY	3518-17A/PY	4/15/91	04146	9/9/91	149338	REGISTERED	3
✓ PARAGUAY	3518-17B/PY	4/15/91	04147	9/9/91	149339	REGISTERED	25
✓ SWEDEN	3518-17SE	3/19/91	9102483	8/12/92	236303	REGISTERED	3
→ UNITED STATES	3518-17A	12/22/99	75/878,009			PENDING	03
MISCELLANEOUS MARK (DIAMOND AND RECTANGLE)							
✓ ECUADOR	3518-17A/EC	5/27/91	25898	3/4/92	512-92	REGISTERED	3
MISCELLANEOUS MARK (DIAMOND AND TRIANGLE DESIGN)							
✓ ARGENTINA	3518-17A/AR	2/21/91	1792529	5/31/93	1442126	REGISTERED	3

END OF REPORT

TOTAL ITEMS SELECTED = 140

FILING RECEIPT FOR TRADEMARK APPLICATION

Page 01 of 01

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

Apr 11, 2000

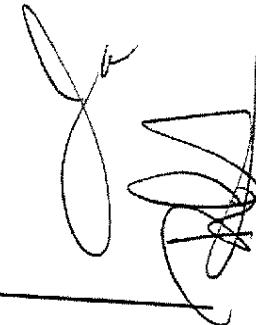
THEODORE E. DINSMOOR,
FINNEGAN, HICKEY, DINSMOOR & JOHNSON, PC
175 FEDERAL STREET,
BOSTON, MASSACHUSETTS, 02110

ATTORNEY
REFERENCE NUMBER

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Preexamination File Receipt Section. Or fax a request to 703-308-9096. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/881167
FILING DATE: Dec 27, 1999
REGISTER: Principal
LAW OFFICE: 108
MARK: JOSEPH ABBoud
MARK TYPE(S): Trademark
DRAWING TYPE: Words, letters, or numbers and design
FILING BASIS: Sect. 1(a) (Use in Commerce)



ATTORNEY: Theodore E. Dinsmoor,

OWNER: Abboud, Joseph M. (UNITED STATES, Individual)
P.O. Box 32
Pound Ridge, NEW YORK 10576

FOR: Clothing, namely men's and women's apparel, including suits, jackets, shirts, ties, sweaters, trousers, overcoats and raincoats
INT. CLASS: 025

FIRST USE: Dec 1, 1993

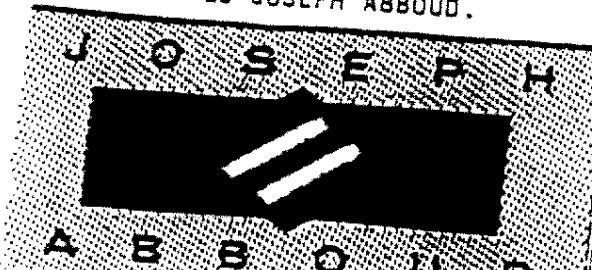
USE IN COMMERCE: Dec 1, 1993

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

OTHER DATA

DESCRIPTION OF MARK: Geometric design, consisting of two rectangles inside one another that are completely or partially shaded, an intersecting diamond with a single or multiple line border and decorative borders, and the words JOSEPH ABBoud.

OWNER OF U.S. REG. NOS.: 1675915



SCHEDULE 1.1 (e)

ROYALTIES AND RECONCILIATION DUE JOSEPH ABOUD AND HOUNDSTOOCH

PERIOD	PAYMENT TYPE	DUE DATE	\$ AMOUNT
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1. GFT

A. Clothing and Furnishing Agreement – Golf and International

2 nd Quarter	Minimum	6/30/00	387,500
	Reconciliation	7/31/00	? *

* For Shipments From 1/1/00 to 6/30/00 relating to Spring/Summer 2000 and prior.

B. Sportswear Agreement

2 nd Quarter	Reconciliation	7/31/00	? *
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* For Shipments From 1/1/00 to 6/30/00 relating to Spring/Summer 2000 and prior.

2. Ambassador

	Minimum	10/15/99	75,000*
	Minimum	1/15/00	80,000*
	Minimum	4/15/00	80,000*
	Minimum	7/15/00	80,000*

* Ambassador in breach – funds not received.

3. Cardinal

	Reconciliation	1/31/00	?
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4. Carnival

	Reconciliation	3/30/00	?
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5. Creative Bath

	Reconciliation	4/30/00	?
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6. Day Lor

		9/30/99	37,500*
		12/31/99	37,500*
		3/31/00	37,500
		6/30/00	37,500
	Advertising	12/01/99	67,500*

* Day Lor agreement expired. Funds not received in litigation.

7. E. Gluck

		6/30/00	10,000
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8. EuroItalia

		7/31/00	Approx. 35,000
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9. Florsheim

	Advertising	3/31/00	75,000
	Minimum	6/30/00	75,000
	Advertising	6/30/00	75,000

10. Grieco

		12/31/98	31,250*
		6/30/99	75,000*
		12/31/99	75,000*

* Funds not received. Contract expired.

11. Induter

	Reconciliation	4/30/00	?
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12. Majestic

	Reconciliation	4/30/00	?
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13. Onward Kashiyama

Spring/Sum. 2000	Reconciliation	6/30/00 8/15/00	90,000 ?
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14. Pancaldi

		3/31/99	10,000*
		6/30/99	5,000*
		9/30/99	37,500*
		12/31/99	37,500*
		3/31/00	37,500
		6/30/00	37,500

* In breach / Funds not received / In litigation.

15. Pellari

		9/30/99	47,500*
		12/31/99	47,500*
		6/30/00	12,230 *

* Not received – in negotiation due to Mettler's

16. Pietrafesa

		3/31/00	15,000
		6/30/00	15,000
	Advertising		50,000

17. Portalano

	Reconciliation	10/30/99	?
	Reconciliation	1/30/00	?

18. V. Fraas

		6/30/00	7,500
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19. Whaling

		6/30/00	28,125





Exhibit 2.2(iv)

CONSENT TO ASSIGNMENT

This CONSENT TO ASSIGNMENT dated _____, 2000, by and between HOUNDSTOOTH CORPORATION, a New York corporation ("Assignor"), and _____, a _____ ("Licensee").

WITNESSETH

THAT, WHEREAS, Licensee is a party to that certain license agreement dated _____ (the "License Agreement") with Assignor;

WHEREAS, Assignor, together with Mr. Joseph Abboud, has entered into an Agreement of Purchase and Sale (the "Purchase and Sale Agreement") dated June _____, 2000 with JA Apparel Corp., a Delaware corporation ("Assignee"), pursuant to which Assignor has agreed to assign to Assignee all of its rights and benefits under the License Agreement (the "Assignment") and to delegate to Assignee all of its duties and obligations (the "Delegation") under the License Agreement;

WHEREAS, Assignee has agreed to accept such Assignment and Delegation, subject to the consent of Licensee; and

WHEREAS, Licensee is willing to grant its consent to the foregoing Assignment and Delegation on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Consent. Licensee hereby irrevocably consents to the Assignment and Delegation.

2. Recognition of Assignee as Lessor. From and after the closing date under the Purchase and Sale Agreement (the "Closing Date"), Licensee irrevocably agrees to recognize Assignee as the lessor for all purposes of the License Agreement and to make all payments pursuant to the License Agreement due from and after the Closing Date to Assignee.

3. Assignor's Duties and Obligations. With respect to all time periods prior to the Closing Date, Licensee acknowledges and agrees that Assignee will have no liability for Assignor's duties and obligations under the License Agreement and Licensee will look solely to Assignor for performance of those duties and obligations.

4. Assignee's Duties and Obligations. From and after the Closing Date, Assignee agrees to perform the duties and obligations of the lessor set forth in

the License Agreement. [Assignee further agrees that it will continue to avail itself of the personal cooperation of Mr. Abboud in connection with the performance of such duties and obligations]. *Bracketed language to be used for those License Agreements which provide for the personal commitment of Mr. Abboud to supply image and fashion direction.*

5. Duties Arising After Closing Date. Licensee agrees that Assignor will have no liability or obligation to perform any duties or obligations arising under the License Agreement from and after the Closing Date.

6. Counterparts. This Consent to Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together constitute a single instrument.

7. Governing Law. This Consent to Assignment will be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the choice of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Consent to Assignment on the date first written above.

HOUNDSTOOTH CORPORATION

By: _____
Name:
Title:

[LICENSEE]

By: _____
Name:
Title:

EXHIBIT 2.2(v)

- The incorporation and valid existence of Houndstooth.
- The authorization of the execution and delivery of the Agreement of Purchase and Sale and the instruments of transfer referred to therein by Houndstooth.
- The due execution and delivery by each of Houndstooth and Abboud of the Agreement of Purchase and Sale and the instruments of transfer referred to therein.
- The due execution and delivery of the Side Letter Agreement by Abboud.
- The enforceability of the Agreement of Purchase and Sale and the Side Letter Agreement against Houndstooth and Abboud.

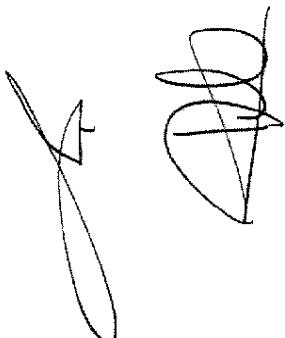
A photograph of two handwritten signatures in black ink. The signature on the left is a stylized 'J' or 'A' shape. The signature on the right is more complex, featuring a large circle with a diagonal line through it and other surrounding loops and strokes.

Exhibit 2.2(vi)

July ___, 2000

Mr. Joseph Abboud
 c/o Houndstooth Corporation
 90 Pine Brook Road
 Bedford, New York 10506

Joseph Abboud Worldwide Inc.
 49 West 57th Street
 New York, New York 10019

Gentlemen:

Reference is made to the Agreement of Purchase and Sale, dated as of June 15, 2000 (the "Agreement"), among Houndstooth Corporation ("Houndstooth"), Mr. Joseph Abboud ("Abboud") and JA Apparel Corp. (the "Buyer"). Pursuant to the Agreement, on the date hereof the Buyer is acquiring from Houndstooth and Abboud (i) certain names, trade names, service marks, logos, insignias, designations, trademark registrations and applications and the goodwill related thereto (collectively, the "Trademarks"), (ii) all licenses to use the Trademarks granted by Houndstooth, or Abboud (collectively, the "License Agreements") and (iii) all rights to use and apply for the registration of new trade names, trademarks, service marks, logos, insignias and designations containing the words "Joseph Abboud," "designed by Joseph Abboud," "by Joseph Abboud," "JOE" or "JA" or anything similar thereto or derivative thereof, either alone or in conjunction with other words or symbols (collectively, the "New Trademarks" and, collectively with the Trademarks and the License Agreements, the "Assets"). In consideration of the consummation of the purchase and sale of the Assets pursuant to the Agreement, and in order to induce Houndstooth, Abboud and the Buyer to consummate such purchase, the parties hereto have agreed as follows:

1. Personal Services to be Performed by Abboud.

(a) For a period of five (5) years from and after the date hereof (the "Personal Services Period"), Abboud agrees to serve as Chairman Emeritus of the Buyer and to provide the following personal services to the Buyer on an exclusive basis: (a) providing stylistic guidelines in connection with the Black Label collection of apparel marketed under the Trademarks, (ii) providing stylistic ideas and proposals for the design and development of all other collections marketed under the Trademarks and/or the New Trademarks, (iii) providing concepts and ideas in connection with public relations activities and advertising campaigns, (iv) providing suggestions and ideas for the development of new business opportunities and new licensing relationships for the Buyer and (v) upon reasonable prior notice to Abboud consistent with the past

practices of the parties, making personal appearances at exhibitions, fashion shows and other events on behalf of the Buyer whenever the Buyer deems it reasonably necessary for the benefit of the brand awareness of the Trademarks and/or the New Trademarks. Subject to reasonable prior notice to Abboud consistent with the past practices of the parties, Abboud agrees to use his reasonable best efforts to make himself available to perform such personal services at the request of the Buyer in New York, New York and at such other places as the Buyer may from time to time reasonably request, in each case during the Personal Services Period.

(b) It is understood and agreed that Abboud's performance of such personal services will be rendered as requested from time to time by the Buyer during the Personal Services Period and that Abboud will not be entitled to engage in other business activities during the Personal Services Period, other than serving as Chairman Emeritus of the Buyer as provided herein, without the prior written consent of the Buyer, which consent shall not be unreasonably withheld in the case of any proposed business activities by Abboud which the Buyer reasonably determines are not in conflict with any of the business activities of the Buyer or any of its affiliated entities then conducted or as then reasonably proposed to be conducted. Further, it is understood and agreed that the Buyer hereby consents to Abboud (i) making media (including television) or celebrity appearances and otherwise acting as a general authority in the fashion business, (ii) serving for compensation on boards of directors, advisory boards and special committees and (iii) acquiring, owning and holding stock in public corporations, in each case as long as such activities do not result in Abboud actually competing with any of the business activities of the Buyer or its affiliated entities as conducted at that time. Any request by Abboud for the Buyer's consent to engage in any other activities during the Personal Services Period shall be directed to and determined by the Chief Executive Officer of GFT Net S.p.A. (or its corporate successor) on behalf of the Buyer.

(c) Abboud agrees that the purchase price paid by the Buyer for the Assets on the date hereof pursuant to the Agreement provides him with full and fair consideration from the Buyer for the performance of such personal services during the Personal Services Period and that he will not be entitled to any additional compensation from the Buyer or any of its affiliates with respect to the performance of such personal services except as otherwise expressly provided in this Letter Agreement.

(d) During the Personal Services Period, Abboud shall receive all of the benefits and compensation described hereunder. For his service hereunder, Abboud will receive an annual retainer of Twelve Thousand Dollars (\$12,000), payable in arrears in semi-annual installments of Six Thousand Dollars (\$6,000) each, beginning six (6) months from the date hereof, during the Personal Services Period. Abboud will be entitled to a corporate expense account from the Buyer (including a corporate credit

card) which will be used exclusively for business-related expenses incurred by him in connection with his duties as Chairman Emeritus of the Buyer. Such business-related expenses will be submitted on a monthly basis to the Buyer for its reasonable approval. Abboud shall be entitled to car service transportation and first class travel and overnight accommodation arrangements at the expense of the Buyer whenever he is required to travel at the request of the Buyer in performing such personal services. Abboud shall be entitled to membership club dues of up to Six Thousand Dollars (\$6,000) per annum payable by the Buyer on or before the due date(s) thereof. Abboud shall also be entitled to a clothing allowance of up to Ten Thousand Dollars (\$10,000) per annum pursuant to which he will be entitled to purchase articles of apparel manufactured by or for the Buyer at a twenty percent (20%) discount to the Buyer's standard wholesale price on an item by item basis. In addition, during the period of his service as Chairman Emeritus of the Buyer, Abboud will also be entitled to receive medical insurance coverage on the same terms and conditions as the Buyer provides from time to time to its senior executive officers, as more particularly described as of the date hereof in Schedule 1(d).

2. Prohibition of Competing Activities by Abboud.

(a) For the two-year period immediately following the expiration of the Personal Services Period (the "Restricted Period"), Abboud agrees that he will not, directly or indirectly through any partnership, corporation, limited liability company, trust or other entity, be associated as an owner, director, officer, employee, consultant or other participant with, any person, group, business enterprise or other entity which is engaged in or proposes to engage in the business of designing, licensing, manufacturing, marketing or distributing any products or services which are or would be competitive with the business of the Buyer as then conducted or as such business may be reasonably expected to be conducted in the future anywhere in the world.

(b) In order to enforce the agreement of Abboud set forth in paragraph (a) of this Section 2, Abboud agrees that at all times during the Restricted Period he will be obligated to obtain the prior written consent of the Buyer, which may be granted, withheld or conditioned in the sole discretion of the Buyer, before becoming associated in any capacity with any person, group, business enterprise or other entity, other than the Buyer or any of its affiliated entities, which is engaged in or proposes to engage in the business of designing, licensing, manufacturing, marketing or distributing any products or services which could reasonably be expected to be competitive with the business of the Buyer as then conducted or as then reasonably proposed to be conducted in the future. Any request by Abboud for the Buyer's consent to engage in any activities which require such consent during the Restricted Period shall be directed to and determined by the Chief Executive Officer of GFT Net S.p.A. (or its corporate successor) on behalf of the Buyer.

(c) Abboud agrees that the purchase price paid by the Buyer for the Assets on the date hereof pursuant to the Agreement provides him with full and fair consideration from the Buyer for the agreement of Abboud set forth in this Section 2 during the Restricted Period and that he will not be entitled to any additional compensation from the Buyer or any of its affiliates with respect to such agreement except as otherwise expressly provided in this Letter Agreement.

(d) Abboud acknowledges that his agreements set forth in this Section 2 were specifically bargained for by the Buyer in connection with the consummation of the transactions contemplated by the Agreement, that the services to be performed by him pursuant to Section 1 above are special and unique and that in the event of any breach by Abboud of his agreements set forth in such Sections the Buyer will not have an adequate remedy at law and therefore will be entitled to obtain equitable relief in the form of a preliminary or permanent injunction from any court of competent jurisdiction in order to enforce such agreements. The parties acknowledge that the Agreement also provides for the indemnification of the Buyer by Houndstooth and Abboud in connection with any breach by Abboud of his agreements set forth in such Sections, subject to the limitations and other provisions of the Agreement contained in Article VIII thereof, and agree that such indemnification will constitute the Buyer's sole remedy at law in case of any such breach..

(e) In the event that a court of competent jurisdiction would refuse to enforce the agreement of Abboud set forth in this Section 2 because it covers too wide a geographic area, extends for a period of time which is deemed excessive or otherwise, it is the intention of the Buyer and Abboud that such agreement shall be reformed by such court so as to comport with the maximum allowable provisions permitted by applicable law.

3. Reimbursement of Certain Expenses by The Buyer.

(a) In consideration of the sale of the Assets by Abboud and Houndstooth to the Buyer pursuant to the Agreement on the date hereof, the Buyer agrees to reimburse Worldwide on a periodic monthly basis for 100% of the rent as of the date hereof (\$10,967.09) paid by Worldwide for the third floor offices in 49 West 57th Street in New York City currently occupied by Worldwide for the period from and including the Closing Date (as defined in the Agreement) through and including September 30, 2000 (such period, the "Reimbursement Period"). Such reimbursement will be paid in accordance with Schedule 3(a) annexed hereto.

(b) In consideration of the sale of the Assets by Abboud and Houndstooth to the Buyer pursuant to the Agreement on the date hereof, the Buyer agrees to reimburse Worldwide on a periodic monthly basis for 100% of the base compensation as of the date hereof, paid by Worldwide during the Reimbursement Period to each of

Mark Scarborough, Bob Franceschini, Dominick Leuci, Deborah Koncan, and Amy Vernazza in accordance with Schedule 3(b) annexed hereto for each such individual until the earlier to occur of (i) the date that such individual ceases to be employed by Worldwide for any reason (including, but not limited to, as a result of the discretionary hiring of such individual by the Buyer or one of its affiliates) and (ii) the expiration of the Reimbursement Period.

(c) In consideration of the sale of the Assets by Abboud and Houndstooth to the Buyer pursuant to the Agreement on the date hereof, the Buyer agrees to reimburse Worldwide on a periodic monthly basis for 50% of the rent paid by Worldwide as of the date hereof ($\$10,967.09 \times 50\% = \$5,483.55$) for the third floor offices in 49 West 57th Street in New York City currently occupied by Worldwide for the period from and including October 1, 2000 to and including the earlier to occur of (y) December 31, 2000 and (z) the date that Worldwide subleases, assigns or surrenders its lease with respect to such space such period the "Partial Reimbursement Period". Such reimbursement will be paid in accordance with Schedule 3(c) annexed hereto. In addition, Abboud agrees to cause Worldwide to use its commercially reasonable efforts to sublease, assign or surrender its lease with respect to such space during the Partial Reimbursement Period and to promptly notify the Buyer if Worldwide is able to effect any such sublease, assignment or surrender.

(d) In consideration of the sale of the Assets by Abboud and Houndstooth to the Buyer pursuant to the Agreement on the date hereof, the Buyer agrees to assume and discharge the Sellers' existing advertising obligations to radio station WFAN-66AM New York for commercials on the "Imus in the Morning" radio show due on October 15, 2000 in the amount of \$12,500 and due on February 15, 2001 in the amount of \$37,500.

4 Miscellaneous.

(a) This Letter Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among such parties relating to the subject matter hereof.

(b) This Letter Agreement and the rights and obligations of the parties will be governed by, construed and enforced in accordance with the laws of the State of New York without regard to the choice of law provisions thereof.

(c) This Letter Agreement is personal to the parties hereto and no party may assign its or his rights or delegate its or his obligations hereunder, in whole or in part, to any third party without the prior written consent of the other parties hereto, and

any such attempted assignment or delegation in the absence of such consent, shall be void and without effect.

(d) All actions and proceedings arising out of or relating to this Letter Agreement will be exclusively heard and determined in a New York state or federal court sitting in the City of New York and by the execution and delivery hereof the parties hereby irrevocably submit to the jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of such action or proceeding.

(e) This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) All notices and other communications hereunder must be in writing and will be deemed given if sent to the respective parties hereto at their addresses as set forth in, and in the manner provided in, the Agreement.

To indicate your agreement to the foregoing, please execute the duplicate copy of this Letter Agreement in the space provided below for such purpose and return it to the undersigned, whereupon this Letter Agreement shall become a binding agreement among the parties.

Very truly yours,

JA APPAREL CORP.

By: _____

Name:

Title:

ACCEPTED AND AGREED TO:

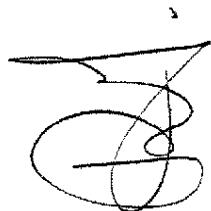
Joseph Abboud

HOUNDSTOOTH CORPORATION

By: _____

Name:

Title:

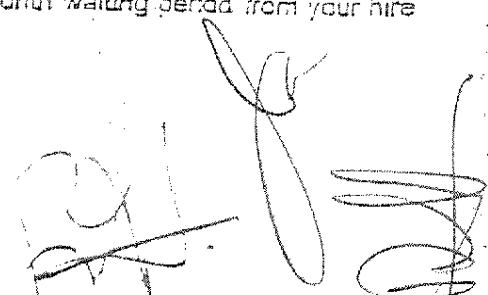


SCHEDULE 1 (d)

EXHIBIT AMEDICAL AND DENTAL PLAN COMPARISON (Continued)

MEDICAL PLAN			
DENTAL PLAN			
	In Network	Out of Network	
DENTAL SERVICES			
In-Patient	\$200 Co-Pay (limited to 40 days lifetime max/individual)	80% after deductible (limited to 20 days lifetime maximum/ individual)	No Co-Pay (limited to 35 days/calendar year)
Out-Patient	\$10 Co-Pay (limited to 40 visits/calendar year per individual)	60% after deductible (limited to 40 visits/ calendar/ year per individual)	\$25 Co-Pay (limited to 20 visits/calendar year)
ALCOHOL AND SUBSTANCE ABUSE			
In-Patient	\$200 Co-Pay (Lifetime max of \$15K per individual)	80% after deductible (Lifetime max of \$15K per individual)	No Co-Pay
Out-Patient	\$10 Co-Pay (limited to 30 visits/calendar year. Lifetime max of \$15K/individual)	80% after deductible (limited to \$75/visit to 20 visits/calendar yr. Lifetime max of \$15K/ individual)	\$15 Co-Pay (limited to 60 visits/calendar year)
COSMETIC SURGERY			
DENTAL BENEFITS			
Deductible	\$100 per person (\$300 for family)	None	
Maximum Calendar Year Benefit	\$2000	None	
DENTAL SERVICES			
Preventive Services (I)	100% not subject to deductible	\$2 Co-Pay	
Basic Services (II)	80% after deductible	\$2 Co-Pay	
Major Services (III)	50% after deductible	Available at reduced fees	
Orthodontics	Not Covered	Available at reduced fees	
EMPLOYEE BENEFITS			
Single (medical & dental)	\$66	\$40	
Single + one (medical & dental)	\$138	\$86	
Family (medical family/single dental)	\$175	Not Available	
Family (medical & dental)	\$210	\$142	

1. This outline contains highlights only and is subject to change. Full coverage details are contained in the Summary Plan Document.
2. Coverage is effective the first day of the month following a one-month waiting period from your hire date.

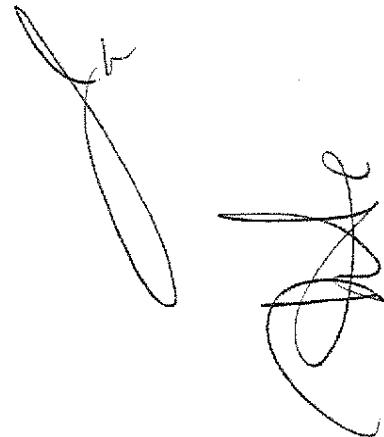


Schedule 3(a)

Joseph Abboud Worldwide Rent Expense

Rental expense @ 100% for the period commencing from the Closing Date through September 30, 2000

\$10,967.09 per month

A handwritten signature in black ink, appearing to read "Joseph Abboud", is positioned to the right of the text. It is written in a cursive, flowing style with a prominent 'J' at the beginning.

05/18/00 16:29 FAX 12123979360

J.A. APPAREL CORP.

002

05/18/2000 16:04 2122239390

ABBoud WORLDWIDE

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Schedule 3(b)

Joseph Abboud Worldwide Employee Expense

Employee Name	Position	Semi-monthly	Monthly
Mark Scarborough	Exec VP / Gen Mgr	7916.67	15,833.34
Robert Franceschini	Senior VP / Marketing	10,000.00	20,000.00
Dominick Leuci	Creative Director	3333.34	6666.68
Deborah Koncan	Designer	2666.67	5333.34
Amy Vernazza	Admin Support	1791.67	3583.34

Total	Semi-monthly \$25,708.35	Monthly \$51,416.70
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Benefits costs per month	\$7963.95
--------------------------	-----------

Total Salary + Benefits per month	\$59,380.65
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● In addition to monthly salary noted, Dominick Leuci also to receive a single lump sum payment of \$4750.00 on June 30, 2000 for the period from July 1 through September 30, 2000.

● Benefits calculation inclusive of:

Insurance:

- Medical
- Dental
- Disability
- Federal and State Unemployment
- Workers Compensation

Taxes:

- Social Security
- Medicare

Misc:

- Payroll and Direct Deposit Service

Schedule 3(c)

Joseph Abboud Worldwide Rent Expense

Rent expense @ 50% for the period from and including October 1, 2000 to and including the earlier to occur of (y) December 31, 2000 and (z) the date that Worldwide subleases, assigns or surrenders its lease with respect to the third floor offices in 49 West 57th Street in New York City currently occupied by Worldwide.

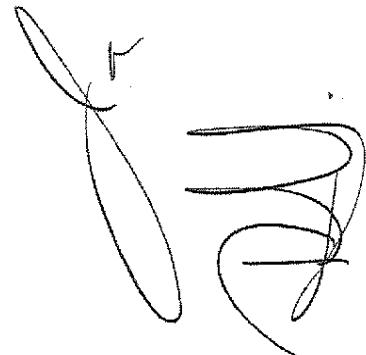
A handwritten signature in black ink, appearing to read "Joseph Abboud", is located in the bottom right corner of the page.

EXHIBIT 2.3(vi)

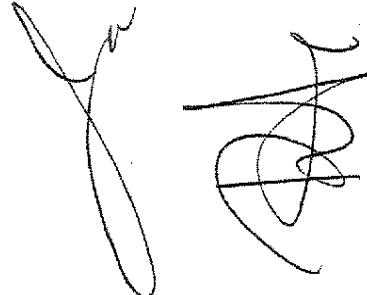
- The incorporation and valid existence of JA Apparel.
- The authorization of the execution and delivery of the Agreement of Purchase and Sale by JA Apparel.
- The due execution and delivery by JA Apparel of the Agreement of Purchase and Sale.
- The due execution and delivery of the Side Letter Agreement by JA Apparel.
- The enforceability of the Agreement of Purchase and Sale and the Side Letter Agreement against JA Apparel.

A handwritten signature in black ink, appearing to read "John A. Apparel".

SCHEDULE 3.3 - LICENSEE CONSENTS

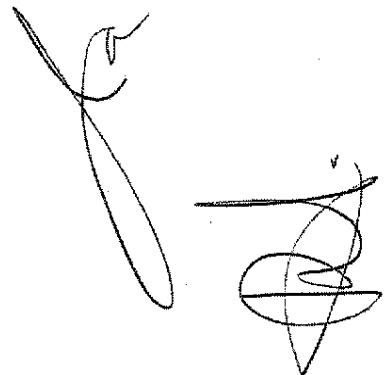
The following is a list of Licensees whose License Agreements cannot be assigned without their consent to such assignment, as per the terms of their License Agreements:

1. GFT
2. Ambassador
3. Avon Home Furnishings
4. Cardinal
5. Carnival
6. Creative Bath
7. Daylor
8. E. Gluck
9. Euro Italia
10. Florsheim
11. General Motors
12. Grieco
13. Hedaya
14. Induter
15. Kravet
16. Majestic
17. Onward Kashiyama
18. Pancaldi
19. Pietrafesa
20. Portolano
21. Sergio Pellari
22. United Feather & Down
23. V. Fraas
24. Whaling



SCHEDULE 3.6(b)

Notice is hereby given that a party in Mexico has claimed all right, title and interest to the trademark "Joe" in connection with retail apparel sales and operations.

A handwritten signature in black ink, appearing to read "JOE JOE".